



The Comptroller General  
of the United States

Washington, D.C. 20548

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## Decision

Matter of:                   Kearflex Engineering Company, Inc.  
File:                         B-227841  
Date:                         June 23, 1987

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### DIGEST

1. Protester's contention that the product qualification tests it was required to conduct with respect to earlier procurements should be required of all offerors on current solicitation is dismissed because the objective of the General Accounting Office's bid protest function is to insure full and open competition for government contracts and the General Accounting Office, therefore, will not review a protest the purpose of which is to further restrict competition.
2. Protester's contention that the agency improperly used an incomplete technical data package (TDP) for the procurement is dismissed as untimely since the state of completeness of the TDP should have been apparent upon protester's receipt of the RFP and protester did not submit its protest until after the contract was awarded to a competitor.

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### DECISION

Kearflex Engineering Company, Inc. protests the award of a contract to Aerosonics Corporation under request for proposals (RFP) No. DAAJ09-86-R-0757, issued by the Department of the Army for the purchase of airspeed indicators for aircraft. Kearflex, which has been the sole supplier of these indicators, contends that the Army should have required that any successful new offeror's product be subjected to the same qualifications test as Kearflex completed years ago, and that the Army did not have a complete technical data package (TDP) for this competitive procurement.

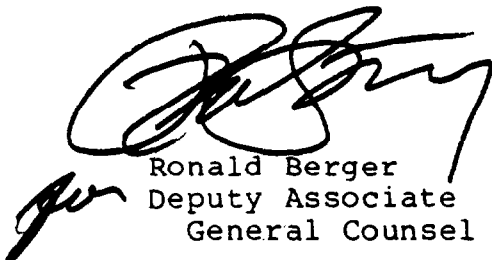
We dismiss the protest.

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Kearflex's contention that the Army should have required new contractors for the same items that Kearflex had been supplying to pass the same tests that Kearflex's products were required to complete successfully in earlier procurements will not be reviewed since it is tantamount to a request that the competition be restricted. As the objective of our bid protest function is to insure full and open competition, our Office generally will not review a protest that has the explicit or implicit purpose of reducing competition. Therefore, a protester's presumable interest as the beneficiary of a more restrictive specification is not protectable under our bid protest function. Ingersoll-Rand Co., B-224706; B-224849, Dec. 22, 1986, 86-2 CPD ¶ 701.

To the extent that Kearflex's protest is based upon its contention that the TDP was incomplete, it is untimely under our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1986), which require that protests based on alleged improprieties in an RFP which are apparent before the closing date for receipt of initial proposals be filed by that date. Tower Corp., B-225617, Mar. 23, 1987, 87-1 CPD ¶ 329. In our view, the state of the completeness of the TDP should have been clear to Kearflex upon receipt of the solicitation since such information is essential to those who intend to prepare and submit proposals. Nevertheless, Kearflex did not protest until after the receipt of initial proposals. Indeed, Kearflex did not protest until it found out that the contract had been awarded to Aerosonics. This aspect of the protest is therefore untimely and will not be considered on its merits.

The protest is dismissed.



Ronald Berger  
Deputy Associate  
General Counsel